

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE

In re: Richard Dean Carter, Jr.

Case No.

Debtors:

Chapter 13

CHAPTER 13 PLAN

ADDRESS: (1) 8900 Bristol Park Circle #207
Bartlett, TN 38133 (2) _____

PLAN PAYMENT:

Debtor(1) shall pay \$ 209.00 weekly, every two weeks, semi-monthly, or monthly, by:
 PAYROLL DEDUCTION From: Aerotek Inc
7301 Parkway Dr
Hanover, MD 21076 **OR () DIRECT PAY**

Debtor(2) shall pay \$ _____ weekly, every two weeks, semi-monthly, or monthly, by:
 PAYROLL DEDUCTION From: _____ **OR () DIRECT PAY**

1. THIS PLAN [Rule 3015.1 Notice]:

- (A) CONTAINS A NON-STANDARD PROVISION. [See plan provision #19] YES NO
(B) LIMITS THE AMOUNT OF A SECURED CLAIM BASED ON A VALUATION
OF THE COLLATERAL FOR THE CLAIM. [See plan provisions #7 and #8] YES NO
(C) AVOIDS A SECURITY INTEREST OR LIEN. [See plan provision #12]. YES NO

2. ADMINISTRATIVE EXPENSES: Pay filing fee and Debtor(s)' attorney fee pursuant to Confirmation Order.

3. AUTO INSURANCE: Included in Plan; **OR** Not included in Plan; Debtor(s) to provide proof of insurance at §341 meeting.

4. DOMESTIC SUPPORT:

Monthly Plan Payment:

| | | |
|--|--|---------------|
| <u>State Disbursement Unit (Kamorah Skelton)</u> | Paid by: <input checked="" type="checkbox"/> Debtor(s) directly <input type="checkbox"/> Wage Assignment, OR <input type="checkbox"/> Trustee to: ongoing payment begins | \$0.00 |
| | Approximate arrearage: <u>0.00</u> | <u>\$0.00</u> |

5. PRIORITY CLAIMS:

-NONE- Amount \$ _____

6. HOME MORTGAGE CLAIMS: Paid directly by Debtor(s); **OR** Paid by Trustee to:

| | | |
|-------------|------------------------------|-----------------|
| <u>None</u> | ongoing payment begins | <u>\$</u> _____ |
| | Approximate arrearage: _____ | Interest _____ |

7. SECURED CLAIMS:

[Retain lien 11 U.S.C. §1325 (a)(5)] Value of Collateral: Rate of Interest: Monthly Plan Payment:

8. SECURED AUTOMOBILE CLAIMS FOR DEBT INCURRED WITHIN 910 DAYS OF FILING, AND OTHER
SECURED CLAIMS FOR DEBT INCURRED WITHIN ONE YEAR OF FILING:

| | | | |
|-----------------------------------|----------------------|-------------------|-----------------------|
| [Retain lien 11 U.S.C. §1325 (a)] | Value of Collateral: | Rate of Interest: | Monthly Plan Payment: |
| <u>Gateway One Lending</u> | <u>15,778.00</u> | <u>6.75</u> | <u>\$311.00</u> |
| <u>Harley Davidson Financial</u> | <u>21,066.00</u> | <u>6.75</u> | <u>\$415.00</u> |

9. SECURED CLAIMS FOR WHICH COLLATERAL WILL BE SURRENDERED; STAY IS TERMINATED UPON CONFIRMATION FOR THE LIMITED PURPOSE OF GAINING POSSESSION AND COMMERCIALLY REASONABLE DISPOSAL OF COLLATERAL:

-NONE-

Collateral: _____

10. SPECIAL CLASS UNSECURED CLAIMS:

-NONE-

| | | |
|---------------|------------------------|-----------------------------|
| Amount: _____ | Rate of Interest _____ | Monthly Plan Payment: _____ |
| _____ | _____ | \$ _____ |

11. STUDENT LOAN CLAIMS AND OTHER LONG TERM CLAIMS:

None



Not provided for

OR



General unsecured creditor

12. THE JUDICIAL LIENS OR NON-POSSESSORY, NON-PURCHASE MONEY SECURITY INTEREST(S) HELD BY THE FOLLOWING CREDITORS ARE AVOIDED TO THE EXTENT ALLOWABLE PURSUANT TO 11 U.S.C. §522(f):

-NONE-

13. ABSENT A SPECIFIC COURT ORDER OTHERWISE, ALL TIMELY FILED CLAIMS, OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, SHALL BE PAID AS GENERAL UNSECURED CLAIMS.

14. ESTIMATED TOTAL GENERAL UNSECURED CLAIMS: \$11,048.00

15. THE PERCENTAGE TO BE PAID WITH RESPECT TO NON-PRIORITY, GENERAL UNSECURED CLAIMS IS:



%, OR,



THE TRUSTEE SHALL DETERMINE THE PERCENTAGE TO BE PAID AFTER THE PASSING OF THE FINAL BAR DATE.

16. THIS PLAN ASSUMES OR REJECTS EXECUTORY CONTRACTS:

Legends at Wolfchase Apartments:



Assumes

OR



Rejects.

17. COMPLETION: Plan shall be completed upon payment of the above, approximately **60** months.

18. FAILURE TO TIMELY FILE A WRITTEN OBJECTION TO CONFIRMATION SHALL BE DEEMED ACCEPTANCE OF PLAN.

19. NON-STANDARD PROVISION(S):

ANY NON-STANDARD PROVISION STATED ELSEWHERE IS VOID.

20. CERTIFICATION: THIS PLAN CONTAINS NO NON-STANDARD PROVISIONS EXCEPT THOSE STATED IN PROVISION 19.

/s/ Arthur A Byrd Jr

Arthur A Byrd Jr

Debtor(s)' Attorney Signature or Pro Se Debtor(s)' Signature(s)

Date January 16, 2019